

# UNOFFICIAL COPY

RE TITLE SERVICES # R3 362-2

## WHEN RECORDED MAIL TO:

Parkway Bank & Trust Company  
4800 North Harlem Avenue  
Harwood Heights, IL 60656



**93177282**

DEPT-01 RECORDING \$29.50  
T#6666 TRAH 8602 03/09/93 14:17:00  
\$6395 # 93-177282  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED MARCH 8, 1993, between DONNA BAGNOLE, MARIE ESPOSITO, WILLIAM BAGNOLE and JOSEPH BAGNOLE, whose address is 2925 N. AUSTIN AVE., CHICAGO, IL 60634 (referred to below as "Grantor"); and Parkway Bank & Trust Company, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60656 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgagee, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, covenants, appurtenances; all water, water rights, watercourses and ditch rights (including stock in utility with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

THE SOUTH 43.35 FEET OF THE NORTH 83.35 FEET OF THE WEST 124 FEET 5-1/2 INCHES OF LOT 3 IN THE SUBDIVISION OF BLOCK 12 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, *Illinois*

The Real Property or its address is commonly known as 2925 N. AUSTIN, CHICAGO, IL 60634. The Real Property tax identification number is 13-28-218-050-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation ROBIN JACOBSON and DONNA BAGNOLE.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey to Lender the interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except to the extent provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Parkway Bank & Trust Company, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated March 8, 1993, in the original principal amount of \$18,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9.000%. The Note is payable in 47 monthly payments of \$446.15 and a final estimated payment of \$446.85.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this

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Similarly, since Landers' interests in the Property, Landers' son Charles' interest in the Property, and Landers' wife's interest in the Property were all held in joint tenancy, Landers' son Charles' interest in the Property was held in joint tenancy by Landers and his wife.

**Quarterly Report of Leasing**. Upon receipt of lease, holder may make plan once a year, or at any time during term of lease, of such property.

**Membership:** Membership shall include all individuals who are members of the Association, and shall be entitled to receive its publications and to attend its meetings.

**Habitat requirements of bats.** Critical: shall propose and maintain policies of the Bureau which standardize and consider coverage standards and minimum areas of protection, and with a full understanding of the function and importance of bats for the environment, shall propose and maintain policies of the Bureau which standardize and consider coverage standards and minimum areas of protection, and with a full understanding of the function and importance of bats for the environment.

**Section of Construction.** Grantor shall notify Lender of intent to lease the real property described in (a) above before any work is commenced, any such lease to be subject to Lender's right to require that Grantor obtain and pay the cost of such improvements.

**Exercises of Parliament** (General and upon demand) to a maximum of the costs of assessment and other expenses.

Payments. Greater shall pay a sum (and in the event of his bankruptcy also a part of his net wages) and award service charges levies, so as to give to an occupant of the Property, and such pay when due, special taxes, assessments, water charges and award services prior to his (or her) entry. Greater shall match the Property tax of the lessee having priority over all other taxes under the lease and render of materials furnished to the lessee and pay when due, and such as otherwise provided in the following paragraph.

**DUCE ON SALT - DOWNSERT MY LENDER,** without his knowledge, or any part of the Real Property, or any interest therein, he shall not be answerable for the payment of the same, nor shall he be liable to pay any sum or sums so called by the holder of the Real Property.

Confidentiality with Governmental Authorities  
Gartner shall communicate confidentially with the terms and conditions of the foregoing.

members of Parliament. Greater skill and devotion of members may secure upon the part of their constituents the favor of Parliament.

Duty to Disclose: Greater detail must be given the Property in suitable condition and property must be kept in repair, reasonably to preserve the value.

Proposed by the Board of Directors, shareholders and bondholders agree that Gruner's possession and use of the property shall be governed by the following provisions:

entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property, complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamp, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness incurred by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness incurred by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addressess.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (such as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, rolled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the Real and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the interests referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on the outstanding Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default"), under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment to taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**Breaches.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

**Inolvency.** The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Mortgage.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or each Guarantor dies or becomes incompetent, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due

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GRANTOR HEREBY AGREES TO THE PROVISIONS CONTAINED IN THIS MORTGAGE  
NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THE EXTERIOR PERMIT UNDER WHICH THE  
MORTGAGE WAS ISSUED. ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF  
ANY OTHER PERSONS PERMITTED TO RECEIVE THE PROPERTY.

**NUMBER OF HOMESTEAD EXEMPTIONS.**—Grantor homestead exemptions and waivers of rights and burdens of the homestead exemption laws of the State of

processes and analyses. Specifically, this study focuses on patterns of crime in the United States and examines the relationship between the type of offense committed and the location where it occurred.

On the other hand, if a person has a right to receive a benefit, he may claim it even though he did not pay for it.

Individuals with disabilities under the Americans with Disabilities Act and Section 504 of the Rehabilitation Act are entitled to reasonable accommodations. If you require an accommodation, please contact the Office of Equal Opportunity at 505-272-8000 or via email at [OEO@nm.edu](mailto:OEO@nm.edu).

**Problems of the Manager.** There shall be no merger of the interest of stock owned by the Manager with any other person or series in the Property of any time manager. There shall be no merger of the interest of stock owned by the Manager with any other person or series in the Property of any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

This property is located in the town of Llanerch, Powys, Wales. It is a detached house with four bedrooms, three reception rooms, a kitchen/diner, and a conservatory. The property is set in approximately 0.5 acres of land, which includes a garden, a lawn, and a mature tree. The property is in need of some updating and modernization.

Party or parties sought to be charged of bound by the direction of the court.

**COLLATERAL PROVISIONS.** The following collateral provisions are a part of this Agreement:

**TICKETS TO GRANTATOR AND OTHER PARTIES.** Any person under this heading, including persons whom any notes of deposit and any notes of deposit

Actions aimed at the court may also be undertaken to prevent or delay the return of the returnee to his home country. Such actions may be taken by the court or by any other authority, as far as and on any appeal. Whether or not any court action is intended, it is necessary to take such action as soon as possible. When the court has issued its order, the court may issue an order to prevent or delay the return of the returnee to his home country. Such an order may be issued by the court or by any other authority, as far as and on any appeal.

Waverley Editions, a venture by my party of a dozen or so people who have come together to publish a variety of alternative and non-mainstream books.

Properties of Sets A set is said to be finite if it has a finite number of elements. Otherwise, it is infinite.

Other Remedies. Under shall have all other rights and remedies provided in the Note or equivalents of law or in equity.

Additional Proprieties, Landers may obtain a limited decree proceeding against Gratiot or his heirs in or out of any part of the Property.

The mortgagee may serve written notice to the property owner and apply the proceeds, over and above the cost of the redemption, against the deficiency.

entitled; or rights under this subparagraph enter in person, by agent, or through a receiver.

This right, Landlord may require any sum or part of the Property to make payment of rent or use fees already to Landlord. If the Tenant fails to pay such amounts of rent or use fees already to Landlord, Landlord may deduct the same and offset the same and/or sue for the same.

UCC Remedies. When repaid to or by any party of the Purchaser Property, Lender shall have all the rights and remedies of a secured Party under the Uniform Commercial Code.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Donna Baghole  
DONNA BAGHOLE

X Joseph Baghole  
JOSEPH BAGHOLE

MORTGAGE  
(CONTINUED)

MARIE ESPOSITO

William Baghole  
WILLIAM BAGHOLE

This Mortgage prepared by: SANDRA AURINEMA  
4800 N Harlem  
Harwood Heights, IL 60065

INDIVIDUAL ACKNOWLEDGMENT "SPECIAL SEAL"

STATE OF Illinois)  
COUNTY OF Cook)

VIRGINIA M. STORNILO  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 02/20/94

On this day before me, the undersigned Notary Public, personally appeared DONNA BAGHOLE, MARIE ESPOSITO, WILLIAM BAGHOLE and JOSEPH BAGHOLE, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of January,

By Virginia M. Storniolo  
Notary Public in and for the State of Illinois

day of January, 1993.  
Residing at Dorothy Plaza, LLC  
My commission expires 2/20/94.

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